To the Hom. H. A. W. Skeen, Judge of the Circuit Court for Lee County.

Humbly complaining your orator, A. B. Miracle a citizen of the state of Kentucky would respectfully represent and show unto your honor that on the 15th day of November, 1905. J. M. Miracle and Nerve Miracle his wife, executed their two notes one of which was payable four months after date and the other six months after date and each for the sum of of $250.00 to secure the payment of which notes the said J. M. Miracle and Nerve Miracle on the said 15th day of November 1905, executed a mortgage upon a t ract of land situated in Lee County Virginia, containing 64 acres be the same more or less and being the same tract of land which the said J. M. Miracle had purchased from J. Levi Miracle, a copy of which said mortgage is here filed as part of this bill and also copy of said notes described as aforesaid and marked respectively exhibits"A. B. C." Your orator would represent and show unto your honor that all the said notes are due, owing , and unpaid, together with the interest thereon from the date of their several maturity.

Your orator would further represent and show unto your honor that the said J. M. Miracle purchased the said tract of land from the said J. L. Miracle, took a deed therefor, but your orator is unable to file a copy of the same because it has never been placed upon record and your orator alleges that the said tract of land was ~~sure~~ all paid for by the said J. M. Miracle, but your orator is informed that the said J. L. Miracle is claiming that a part of the purchase money is still due owing and unpaid and that the said purchase money is a lien upon said tract of land, but your orator alleges that the said deed of conveyance which your orator saw at the time when the said J. M. Miracle gave him said mortgage, ~~and the said deed thereon~~ did not show he held retains a lien upon said tract of land to secure the payment of any purchase money, and this being the case your orator is advised that the said mortgage is a first lien upon said tract of land.

The premises considered your o ator is advised that he has a right to maintain this suit for the purpose of enforcing his said

mortgage against said tract of land and as also auxuiliary thereto to set up and establish the said deed of the said J. L. Miracle to the said J. M. Miracle. and Levi Miracle

The prayer therefore of your orator is that the said J. L. Miracle J. M. Miracle, and ~~Levi~~ Nerve Miracle be made parties defendant to this bill of complaint and be required to, answer the same but not under oath, answer under oath being espressly waived, That the said mortgage be declared to be a lien upon said trqct of land and decreed entered directing a sale ~~balance~~ of said land, that in case said lands fails to brings sums sufficient to pay the cost ~~of~~ said debt and the commissions ~~ons~~ of sale, and that personal decree be rendered against the said Nerve Miracle and J. M. Miracle for such ~~xubject~~ balance that may still be remaining unpaid after ~~each~~ application of the price obtained for said tract of land that the said J. M. Miracle be required to file with his answer the said original deed from J. ~~M~~. Miracle and that all other, further, and general relief be granted your orator that the nature of his cause and good conscience requires. And he will ever pray &c.

Pennington Bros. p.q.

9.75
7.50
2.25

A. B. Wrock

vs. } Bill

J. M. Wrock et al

Costs:

Clerk	$7.50
Atty.	15.00
Printer	7.20
Estimated	5.00
	$34.70

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of Lee County, Virginia:

Your Petitioner, Carley Brooks, would respectfully show unto your Honor that one the 20th day of February, 1905, one L. H. Miracle and Sylvany Miracle, his wife, sold and conveyed by deed of that date, to one Bud Miracle (whose correct name is J.M.Miracle) and Minerva Miracle, his wife, a certain tract of land, containing about 64 acres, lying near Ewing, Lee County, Virginia, said vendees agreeing to pay therefor the sum of $500.00, of which sum $175.00 was paid down in cash, the residue to be paid, $100.00, with interest in one year from date, $125.00, with interest from date, in two years from date, and the remainder of $100.00 with interest from date, in three years from date, and the said Bud Miracle executed his three notes or bonds for said three deferred payments; and a vendor's lien was retained in the said deed to secure the payment of said three purchase money notes with their interest.

Your petitioner will now show your Honor that on the 18th day of January, 1907, the said L.H.Miracle and Sylvany, his wife, assigned said purchase money notes, for value received, to one Allen Estep, and that on the 25th day of February, 1907 the said Allen Estep assigned said notes, for value received, to your Petitioner who is still the holder thereof; that the first two of said notes are long past due, but that the last one will not be due until the 20th day of February, 1908; that no part, either of the interest or principal of either or any of said notes has been paid, but the whole and every part thereof is still owing to your petitioner.

Petitioner here files as a part here_of true copies of said notes, together with the assignments endorsed thereon, marked respectively No.1, No.2 and No. 3.

Your Petitioner will now show your Honor that some time after purchasing the said tract of land the said Bud Miracle, seeming to become dissatisfied with his purchase, abandoned the said land and moved out of the state, and after your petitioner had purchased the said purchase money notes and taken an assignment thereof with said

vendor's lien to secure the payment of the same, and fearing that said land would be greatly abused and become decreased in value, thereby impairing the security of his said debts, he got into communication with the said Bud Miracle and purchased, at the price of $50.00, his and his wife's interest in the said tract of land. The said Bud Miracle and wife did not execute to him a deed for said tract of land, but they delivered to him the original deed which had been executed to them by L.H.Miracle and wife, and which deed had never been admitted to record, and also delivered to your petitioner the possession of said land, and he still has the same in his possession, claiming it as his own. Petitioner here files a copy of the said deed from said L.H.Miracle and Sylvany Miracle, his wife, to said Bud Miracle and Minerva Miracle, his wife, for the said tract of land, as a part of this petition.

Petitioner will now show unto your Honor that on the 10th day of April 1907, one A.B.Miracle filed his bill in Chancery, in the office of the Clerk of this Court, against J. L. Miracle (whose correct name is L.H.Miracle) J. M. Miracle (sometimes known as Bud Miracle) and Nerve Miracle, the object of which bill is to enforce the lien of a certain mortgage alleged to have been executed to said plaintiff for said tract of land by J. M. and Nerve Miracle to secure to him the said plaintiff, the payment of two notes for $250.00 each, and alleging that the lien of said mortgage is a first lien against said land, and that the deed from L.H.Miracle and wife to the said Bud Miracle does not contain a vendor's lien to secure the payment of the purchase money. Said bill together with the exhibits filed therewith is here referred to and prayed to be read as a part hereof as if herein set out in full.

The premises considered, the prayer of your petitioner is that he be made a party defendant to said bill, and be allowed to come into said suit and set up his rights in accordance with the facts herein set out, and for that purpose that this petition be treated as answer to said bill; that upon a final hearing petitioner's said debts so secured by vendor's lien on said tract of land be decreed

to be a first lien on said tract of land, and that if a sale of said land should be decreed under the prayer of plaintiff's bill, that your petitions said debts be decreed to be first paid out of the proceeds of said sale, and that your petitioner be decreed such other and further relief and remedy as is consistent with equity and the case requires. And he will ever pray &c.

Duncan & Gridlin
attys for Petitioner

A. B. Miracle

vs. { In Chancery

J. M. Miracle et al

Petition of Carly Brooks

Filed May 10 1907.

W. L. P. Ewing

Clerk.

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of Lee County, Virginia:

The answer of Levi H. Miracle, who is here erroneously sued in the name of L.Levi Miracle, to a bill exhibited in this honorable Court against him and others by A. B. Miracle;

For answer to said bill or to so much thereof as reppondent is advised it is material or necessary that he should answer the same, answering he says:

That he knowns nothing concerning the execution of the two note and the mortgage alleged by the said plaintiff in his bill, to have been executed to him by J. M. Miracle and Nerve Miracle, but he supposes the allegations of the bill to be correct in regard to these matters;

Respondent will now show your Honor that it is not true that J.M.Miracle purchased from him any land as alleged by the plaintiff, but it is true, however, that respondent did sell to Bud Miracle, he being one and the same with J. M. Miracle, and Minerva Miracle his wife, a tract of land containing about 64 acres, lying near Ewing Virginia, and being a part of a tract of land conveyed to respondent by M.F.Welch and Saluda Welch, his wife, by deed dated Oct. 13, 1902, and for this tract of land the said Bud Miracle and Minerva Miracle contracted to pay to your respondent the sum of $500.00, paid $175.00 thereof down in cash, and for the residue, the said Bud Miracle executed three notes or bonds dated on the 20th day of Feb.1905, one due one year from date for $100.00, one due two years from date for $125.00 and the other due three years from date for $100.00, all bearing interest from date. On the said 20th day of February, 1905, your respondent, together with his wife Sylvana Miracle, executed a deed conveying to the said Bud Miracle and Minerva Miracle the said tract of land, and delivered the same to them, and respondent has not had said deed in his possession since that date, but the copy of deed filed as exhibit No. 4 with the petition of Carley Brooks in this cause is, as respondent believs, a true and exact copy of said deed. As will be seen from an

inspection of said copy of said deed, respondent retained a vendor's lien on said tract of land to secure the payment of said unpaid purchase money notes, together with their interest; and it is not true as alleged by the plaintiff that your respondent failed to retain a lien to secure the payment of said purchase money.

Respondent will now show your Honor that on the 18th day of January, 1907, he assigned all three of the said notes, together with the said vendor's lien to secure payment of the same, to one Allen Estep, and delivered said notes to said Estep. At the time of this assignment not one cent of said notes, or the interest thereon had been paid, but the whole and every part thereof was still owing, but a part thereof was not due. Your respondent has been informed, and he believes it to be a fact, that the said Estep has lately assigned said notes to one Carley Brooks, who is now the holder of the same.

Your respondent is advised that the said lien retained in said deed to secure the payment of said purchase money is a good and subsisting lien, and that the said vendor's lien and not the plaintiff's said mortgage, is a first lien against said land, and respondent prays that the said vendor's lien be preserved so as to fully protect the assignees of said purchase money notes, as well as respondent.

And now having fully answered said bill, and here expressly denying every allegation thereof not hereinbefore denied or explained, respondent prays to be hence dismissed with his cost in this behalf expended. And he will ever pray &c.

Duncan & Gridley p. d

A. B. Miracle

vs. { In Chancery

J. M. Miracle et al

Answer of L. H. Miracle

Filed May 10. 1907

W. C. T. Ewing.

Clerk.

A. B. Miracle .....Complainant.

Vs. In Chancery.

J. M. Miracle et al.....Defendants

This cause came on this day to be heard upon the papers formerly read therein and the reports of Special Commissioner, R. L. Pennington, filed herein on the ~~13th~~ 9th day of ~~October~~ Dec-, 1908, showing that ~~the purchaser of the land sold in this cause and that he~~ Carlie Brooks, the purchaser of the land ~~which was sold in this cause~~, has paid the whole of the purchase money, and was argued by counsel.

On consideration of all which it is adjudged, ordered and decreed that the said reports of the said Pennington as aforesaid, ~~and said sale made to the said Brooks~~ be and the same is hereby approved and confirmed.

And it further appearing to the court that the said Brooks, purchaser of the said land as aforesaid, is entitled to a deed for the land purchased by him in this cause, it is further adjudged, ordered and decreed that R. L. Pennington, who is hereby appointed a special Commissioner for the purpose, will make, execute, and deliver to the said Carlie Brooks a good and sufficient deed with covenants of special warranty, conveying said tract of land to the said Brooks in fee simple, and make his report to this court.

And it now appearing to the court that the said Pennington has made said deed hereinbefore directed to be made, and reported the same to the court, and the report of the said deed and the said deed being unaccepted to, the same is hereby approved and confirmed. And the said Carlie Brooks will pay to the said Commissioner the usual fee of $5.00 for making the same, upon the payment of which the said Pennington will deliver to him the said deed as aforesaid. And the said Pennington is hereby directed to pay to the said parties entitled to, the purchase money in his hands as such commissioner

And it now appearing to the Court that the Commissioner has paid the funds derived from the sale of the said land to the proper par-

ties and made his report thereof to court filed herein, and the said report being unaccepted to, the same is hereby approved and confirmed.

And there remaining nothing further to be done in this cause, the same is stricken from the docket.

A. B. Miracle
vs. Decree finder
J. M. Miracle et al.

Entered in C.O.B.
#8, page 430 &c

Enter this Dec-
16, 1908
[illegible] W Shea

A. B. Miracle ---------- Complainant.

V s. In Chancery.

J. M. Miracle et al----------Defendants.

This cause came on this day to be heard upon the papers formerly read therein and was argued by sounsel.

On consideration of all which it is adjudged order ed and decreed that the petition and cross bill of Carley Brooks filed in this cause, be taken for confessed, and it appearing to the Court that on the 20th day of Feb. 1905, that L. H. Miracle conveyed to J. M. Miracle, a tract of land containing 64 acres at the price of $500.00, on which he paid the sum of $175.00 in cash, and on which he executed his three notes for the remainder, payable as follows: $100.00 one year after date. $125.00 two years after date, and $100.00 three years after date, with interest on said notes from date of said notes.

And it appearing to the Court that afterwards, to-wit, on the 15th day of November, 1905, the said J. M. Miracle and wife executed a mortgage, to secure the sum of $500.00, to A. B. Miracle, with interest on said sum of money from the date of said mortgage, and that said sum of money has not been paid. And it further appearing to the Court that the said L. H. Miracle assigned said notes to one Allen Estep, and that the said Allen Estep assigned the said purchase money notes as aforesaid, to the said Carley Brooks. It is therefore adjudged ordered and decreed that the said Carley Brooks as assignee of the said L. H. Miracle is hereby adjudged a first lien upon said tract of land for said sums of money with their interest as aforesaid, and that the said A. B. Miracle is hereby adjudged a second lien upon said tract of land for the sum of $500.00, from the 15th day of November, 1905, with interest thereon from the date of said mortgage. It is therefore adjudged ordered and decreed further that unless said sums of money be paid within twenty days from this date, then R. L. Pennington, who is hereby appointed a special commissioner for the purpose, after having executed bond before the clerk of this court in the penalty of $1000.00, conditioned as the law requires, and after having advertised the time, terms, and place of sale, by written or printed notices

posted at the front door of the Court house, in the neighborhood of said land, and at such other places as he may deem necessary, shall proceed to make sale of said tract of land, upon a course of one and two years time, except a sum sufficient to pay the costs of this suit and the commissions of sale, which he will require to be paid in hand, and for the deferred payments, he will take bonds payable to himself, bearing interest from date of sale, and report his action to the next term of this court. And this cause is continued.

A.B. Miracle

vs. } Decree for Sale

J.M. Miracle

Entered in C.O.B. #8, page 306 &c.

Enter this Sept 16, 1907

H. H. W. Sheen

A. B. Miracle.....Complainant.

..... Vs..... In Chancery.....

J. M. Miracle, et al.....Defendant.

This cause came on this day to be heard upon the bill of the complainant and exhibits filed therewith and the answer of Levi Miracle and the petition of Carley Brooks filed therein and the general repetition to the said answer of the said Levi Miracle and was argued by Counsel.

On consideration of all which and it appearing to the Court that J. M. Miracle and Nerve Miracle, two of the non-resident defendants against whom order of publication has been duly made, posted, and published as is required by law, and that each failing to appear, plead, or answer, the said bill of the said complainant as to said defendants is hereby taken for confessed, and the said Carley Brooks by his petition showing his interest in such matter of this suit, having prayed to be made a defendant to said plaintiff's bill thesaid plaintiff is hereby granted leave to amend his said bill by making said petitioner a party defendant thereto, which amendment is accordingly made at bar, and to which amendment bill the said Brooks appeared and waived process and asked that his petition be treated as an answer to the said bill which is accordingly done, and to which the said plaintiff replies generally. And this cause is continued for the purpose of giving the party interested time to take proof regarding the issue made in said pleadings.

F.B. Miracle

85 } Decree
No 1.

J.M. Miracle et al

Entered in C.O.B.
#8, page 297.

Enter this
May 23, 1907-
H.A.W. Skeen

State of Ky.,

County of Bell to-wit:

I G. H. Reese a notary public in and for the county and state aforesaid do hereby certify that A. B. Miracle this day made oath before me that J. M. Miracle, Nerve Miracle, and Levi Miracle are not residents of the state of Virginia.

Given under my hand and seal this the 14th day of March, 1907.

Geo H Reese N. P.

Notary Public, Bell Co. Ky.
Commission expires Jan. 6th 1908

A.B. Miracle
vs. } Aff. for
E.O.
J.M. Miracle, et al.

Filed Mch. 19, 1907.

W.C.D. Ewing,
Clerk -

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

Your undersigned Special Commissioner, in the Chancery cause of A. B. Miracle Vs. J. M. Miracle et al, begs leave to report that Carlie Brooks, purchaser of the tract of land sold in this cause, has this day paid your commissioner the entire purchase money, which, together with the interest calculated to date, amounts to the sum of $84.69. Said Brooks is now entitled to a deed for the said tract of land so purchased by him, Dec 9-1908

Respectfully submitted.

R. L. Dickenson

Commissioner.

84.69
25.00
59.69

Mirocco

v. } Replication

Mirocco

Filed Dec. 9, 1908.

W. B. Ewing, Clerk

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

The undersigned special commissioner appointed by an order entered at the September term 1907, in the Chancery cause of A. B. Miracle Vs. J. M. Miracle and others, begs leave to report that on the 9th day of December, 1907, after having duly advertised the time, terms and place of sale, proceeded at the front door of the Court house of Lee County, to make sale of the land in the bill and proceedings mentioned, at which sale Carlie Brooks made the last and highest bid therefor, and became the purchaser thereof at the price of $515.00. and your Commissioner respectfully recommends the confirmation of the said sale, said Brooks being the owner of the vendor's lien and the notes executed therefor, your commissioner took from the said purchase money, the amount of the said notes with their interest. The said Brooks paid your Commissioner the costs and commissions of sale which amounted to $5.40, and said Brooks executed to your commissioner two notes, payable in one and two years respectfvely for $40.35, with Lewis Jones as security, which said notes your commissioner regards as good and solvent.

Respectfully submitted.

Robt L. Lecemington
Commissioner.

This December 9th, 1908.

Miracle

vs. Repsnt

Miracle

Filed Dec. 9, 1908.

W. G. Ewing,

Clerk

This deed of mortgage made and entered into this the 15th day of November 1905, by and between J. M. Miracle and wife Nerve Miracle parties of the first part and A. B. Miracle, of Belle County, Ky. party of the second part.

Witnesseth that whereas the parties of the first part are indebted to the party of the second part in the sum of($500.00) Five Hundred Dollars for value received of the party of the second part evidenced by first parties, tow notes for $250.00 each, due and payable in six months from this date and bearing six per cent interest from date until paid, the parties of the first part have bargained and sold and hereby sell and convey unto the party of the second part all of their rights title and interest (including homestead and dower) now owned by the paeties of the first part in and to the boundary of land hereinafter described being the same boundary of land conveyed to the party of the first part by J. L. Miracle towit -

Beginning on a white oak on a ridge thence S. 21 W. 54 poles to a gum, thence N 88 W. 16 poles to a stake, thence S 58 E. 149 poles to a stake in a hollow, thence same course to a hickory and white oak- John C. Brooks and H. C. Clarkston corner, thence with the road to a spring, thence N. 33 E. 8 1/2 poles to a stake, thence N 48 W 104 1/4 poles to a stake on a ridge thence, N 79 W 54 poles to the beginning containing 64 acres more or less.

To have and to hold the said property unto the party of the second part, his heirs and assigns forever, with covenant of general warranty of title.

Provided, howeever, that if the paeties of the first part pays off and discharges the said two notes at maturity, this deed shall become null and void, otherwise same shall remain in full force and effect.

J. M. Miracle, Seal
her
Nerve X Miracle seal.
mark

State of Virginia,

Lee County.

I H. C. T. Richmond, a notary public in and for the County and state aforesaid certify that on this day the foregoing deed from J. M. Miracle & wife to A. B. Miracle was produced to me in my county and acknowledged before me by J. M. Miracle party grantor therein to be his act and deed in due form of law; and the contents and effect of the said instrument being explained by me to the said Nerve Miracle wife of the said J. M. Miracle, separate and apart from her husband, she thereupon declared that she did freely, and voluntarily execute said deed for the purposed therein stated .

H. C. T. Richmond N. P.

My commission expires on the 10th day of August, 1908.

J. M. Mirocco

To - } Copy of
} Mortgage

A. B. Mirocco

Exhibit.
"A"

Ewing, Va., November 15th 1905.

$250.00

Four months after date we or either of us promise to pay to A. B. Miracle or order Two Hundred and fifty dollars($250.00) for value received negitiable and payable at the First State Bank of Pineville, Ky.

This note is secured by mortgage of even date herewith on real estate in the State of Virginia, executed by the undersigned.

J. M. Miracle.

Nerve Miracle.

Ewing, Va., November 15th 1905.

$250.00

Six months after date we or either of us promise to pay to A. B. Miracle or order Two Hundred and Fifty Dollars($250.00) for value received negotiable and payable at the First State Bank of Pineville, Kentucky.

This note is secured by mortgage of e ven date herewith on real estate in the State of Virginia, executed by the undersigned.

J. M. Miracke,

Nerve Miracle.

A. B. Merrell

vs. } Exhibit "B. H."

J. M. Merrell

Feby 20 1905.

Twelve months after date I prois to pay to L.H.Miracle one hundred dollars for land bearing interest from date waiving my right to the homestid exemption laws as to this debt witness my hand and seal

Bud Miracle (seal)

(Endorsements on back of note.)

Payable to Allen Estep for value received of him. This January, 18, 1907.

L. H. Miracle

Slyvamia Miracle

For value received I hereby assign the within note to Carley Brooks. This Feb. 25, 1907.

Allen Estep.

A. B. Miracle
vs. { In Chy.
J. W. Miracle et al

Copy Note

Exhibit No 1.
With Petition of
Carly Brooks.

Feby 20 1905

two years after date I promes to pay to <u>to</u> the order of L.H. Miracle one hundred and twenty five dollars for land bearing intrest from date waiving my right to the homestid exemption laws as to this debt witness my hand and seal

Bud Miracle (seal)

(Endorsements on back of note.)

Payable to Allen Estep for value received of him. This January 18,1907.

L. H. Miracle
Sylvania Miracle

For value received I hereby assign the within note to Carley Brooks. This Feb. 25, 1907.

Allen Estep.

A. B. Miracle
vs. { In Chy.
J. M. Miracle et al

Copy Note

Exhibit No 2
with Petition of
Carly Brooks.

Feby 20 1905.

three years after date I promis to pay to L.H.Miracle one hundred dollars for land bearing intrest from date waiving my right to the homestid exemption laws as to this debt witness my hand and seal

Bud Miracle (seal)

(Endorsement on back of note.)

Payable to Allen Estep for value received of him. This January 18,1907.

L. H. Miracle
Sylvania Miracle

For value received I hereby assign the within note to Carley Brooks. This Feb. 25, 1907.

Allen Estep.

A. B. Miracle

vs. { In Chy.

J. M. Miracle et al

Copy of note

Exhibit No. 3.
with Petition of
Carly Brooks.

This Deed, made the 20th day of Februrary in the year 1905 between L. H. Miracle and Sylvany Miracle his wife, of the one part, and Bud Miracle and Merniva Miracle his wife, of the other part.

WITNESSETH: that in the consideration of the sum of Five Hundred Dollars, paid and to be paid to the said L. H. Miracle and Sylvany Miracle, as follows: One hundred and seventy-five dollars paid down and the balance to be paid in one, two, and three years time and a lien is retained on said land till paid the said L. H. Miracle and Sylvany Miracle does grant unto the said Bud Miracle and Minerva Miracle with general warranty, all that certain tract or parcel of land, situated near Ewing in Lee County, Virginia, and bounded and described as follows.

BEGGINNING on a white oak on a ridge thence S. 21 W. 54 poles to a gum, thence S. 88 W. 16 poles to a stake, thence S. 58 E. 149 poles to a stake in a hollow, thence same cors to a hickory and white oak John E. Brooks and H. C. Clarkston corner and thence with the road to a spring, thence N. 33 E. 80 1/2 poles to a stake, thence S. 48 W. 104 1/4 poles to a stake on a ridge, thence S. 79 W. 50 poles to the beginning, containing 64 acres more or less. And the said Grantors covenant that they have a right to convey the said land to the grantees; that they have done no act to encumber the said land; that the grantees shall have quiet possession of the said land, free from all encumbrances; and that they will execute such further assurances of the said land as may be requisite.

WITNESS the following signatures and seals.

L. H. Miracle (L. S.)

Sylvany Miracle (L. S.)

County of Lee to-wit:

I, Wm. Stanley, a justice of the peace for the county aforesaid in the State of Virginia, do certify that L. H. Miracle and Sylvany Miracle whose names are signed to the writing above, bearing date on the 20th day of Feby. 1905 have acknowledged the same before me in my county aforesaid.

Given under my hand this the 20th day of Feb. 1905.

Wm. Stanley. J. P.

A. B. Miracle
vs. { In Chy.
J. M. Miracle

Exhibit No. 4
With Petition of
Carly Brooks.

Bud + Minerva Miracle
From { Copy of
Deed.
L. H. Miracle + wife

BOATRIGHT PRINTING CO., GATE CITY, VA.

In the Clerk's Office of the Circuit Court of the county of Lee, on the 19th day of March, 1907,

A.B. Miracle, Plaintiff,

against

J. M. Miracle, et al, Defendants,

In Chancery.

The object of this suit is to recover of the defendants, J. M. Miracle and Nerva Mirkele the sum of $550.00 and enforce a mortgage executed by said named parties dated Nov. 15, 1905, to secure the payment of the sum of $500.00 due by notes to A.B. Miracle and which mortgage conveyed a tract of land, containing 64 acres and being the same land conveyed by Levi Miracle to J. M. Miracle.

And an affidavit having been made and filed that the defendants, J. M. Miracle, Nerva Miracle and Levi Miracle are not residents of the State of Virginia, it is ordered that they do appear here within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Jonesville Star, and that a copy be posted at the front door of the Courthouse of this county as prescribed by law.

A copy—Teste:

Pennington Bros., p. q.

S.E.G. Ewing, Clerk.
By M.E. Hanley, D.C.

A. B. Miracle

VS. { ORDER OF PUBLICATION

J. M. Miracle, et al,

Virginia, Lee County, to-wit:
I, H. C. P. Ewing, County Clerk, do certify that I posted a true copy of the within order of publication at the front door of the Court-house of this County on this day.

Given under my hand, this Mch. 20th, 1907.

H. C. P. Ewing
Clerk.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon J. M. Miracle, Nevor Miracle and Levi Miracle

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the 3rd Monday in April, 1907, to answer a bill in chancery exhibited against them by A. B. Miracle

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the 19th day of March, 1907, and 131st year of the Commonwealth.

A Copy, Teste:

_____, Clerk

H. C. T. Ewing, Clerk

A. B. Miracle

VS { SUBPŒNA IN CHANCERY

J. M. Miracle et als,

Pen. Brs., p. q.

To 2nd April Rules

Circuit Court

1907

Order of Publication.

In the Clerk's Office of the Circuit Court of the county of Lee, on the 19th day of March, 1907.

A. B. MIRACLE, Plaintiff,

against

J, M. MIRACLE, et al, Defendants.

In chancery.

The object of this suit is to recover of the defendants, J M Miracle and Nerve Miracle, the sum of $550.00 and enforce a mortgage executed by said named parties, dated November 15, 1905, to secure the payment of the sum of $500.00, due by notes to A B Miracle and which mortgage conveyed a tract of land, containing 64 acres, and being the same land conveyed by Levi Miracle to J M Miracle. And an affidavit having been made and filed that the defendants, J M Miracte, Nerve Miracle and Levi Miracle are not residents of the State of Virginia, it is ordered that they do appear here within fifteen days after due publication hereof, and do what may be necessary to protect teeir interest in this suit. And it is further ordered that a copy hereof be published once a wee for four weeks in the Jonesville Star and that a copy be posted at the front door of the courthouse of this county as prescribed by law.

A copy—Teste:

H. C. T. EWING, Clerk.

By M. E. FLANARY, D. C.

PENNINGTON BROS. p. q.

A. B. Miracle

vs } in Chancery

J. M. Miracle

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I, J. C. Bourne, editor of The Jonesville Star, a weekly newspaper published in the county of Lee, state of Virginia, do hereby certify that the enclosed notice was published in said paper once a week for four successive weeks, commencing on the 21 day of March 1907

J. C. Bourne, Editor.

FEE $ 7.20

Order of Publication.

In the Clerk's Office of the Circuit Court of the county of Lee, on the 19th day of March, 1907.

A. B. MIRACLE, Plaintiff,

against

J. M. MIRACLE, et al, Defendants.

In chancery.

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A co py—Teste:

H . C. T. EWING, Clerk.

By M. E. FLANARY, D. C.

PENNINGTON BROS. p. q.

A. B. Miracle

vs { in Chancery

J. McDiarmid

I, J. C. Boutwiler, editor of The Jonesville Star, a weekly newspaper published in the county of Lee, state of Virginia, do hereby certify that the enclosed notice was published in said paper once a week for four successive weeks, commencing on the 21 day of March 1907

J. C. Boutwiler, Editor.

FEE $ 7.20

A.B. Miracle

vs. } Bill &c

J.M. Miracle et al

Filed Apr. 10, 1907.
H.C.P. Ewing, Clerk

1907 2nd April Rules
Contd for O.P.

" 1st May Rules
O.P. completed &
cause set for hearing

Decree final Dec. 7, 1908.

The Globe Crushed Envelope
SIZE 10—1½